



WILLIAM T FUJIOKA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

May 19, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **NINETEEN - YEAR SPECIAL USE PERMIT WITH THE FOREST SERVICES FOR THE SHERIFF DEPARTMENT BARLEY FLATS HELIPORT SITE (FIFTH DISTRICT) (3 VOTES)**

#### **SUBJECT**

This recommendation is for a 19-year Special Use Permit with the United States Department of Agriculture, Forest Service for use of a heliport site known as Barley Flats in the Angeles National Forest.

#### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that entering into the proposed Special Use Permit (Permit) with the United States, Department of Agriculture, Forest Services (USDAFS) is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines (Existing Facilities).
2. Approve and instruct the Chairman to execute the 19-year Permit, on a gratis basis.

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

*"To Enrich Lives Through Effective And Caring Service"*

**Please Conserve Paper – This Document and Copies are Two-Sided  
Intra-County Correspondence Sent Electronically Only**

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Barley Flats site is located in the Angeles National Forest northeast of the Clear Creek Ranger Station. The site is owned by the federal government and under the jurisdiction of the USDAFS. The Sheriff Department has been utilizing the landing pad of the heliport at Barley Flats for emergency search and rescue operations. The USDAFS has recently requested the County enter into a formal arrangement on a gratis basis to document the occupancy and cover legal and insurance issues.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Countywide Strategic Plan directs that we maximize the effectiveness of the County's processes and operations (Goal 1); and that we maintain and improve the safety and security of the people of Los Angeles (Goal 5). The proposed Permit supports these goals by securing this critical site for the continued use by the Sheriff Aero Bureau.

### **FISCAL IMPACT/FINANCING**

The proposed Permit is on a gratis basis. However, the Sheriff may incur minimal costs in maintaining the helipad. These costs will be offset by fuel savings realized by landing the helicopter in close proximity to the search area instead of flying to the base at Long Beach before resuming the search the next morning.

<b>Barley Flats Heliport, Angeles National Forest</b>	<b>Proposed Special Use Permit Term</b>
Term (years)	Nineteen years
Annual Rent	Gratis
Utilities, Repair & Maintenance	Approximately \$3,000 annually paid by the County
Option To Extend Permit Term	None
Rental Adjustment	N/A

Sufficient funding is available in the Sheriff Department's Budget in Fiscal Year 2008-09 to cover the operating and maintenance costs associated with the proposed Permit.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In compliance with Federal laws governing federally owned properties, the Permit contains certain provisions not customarily found in other agreements involving real estate rights. Examples of these provisions include: the USDAFS reserves the right to amend or terminate the Permit at anytime, as well as the right to prescribe new terms, conditions and stipulations. Decisions by a Federal Officer are however subject to appeal. The Permit does not explicitly contain a provision allowing the County to cancel, however, a procedure under federal laws allows the County to file a "Holder Initiated Revocation of Existing Authorization."

Two signature pages were attached to the agreement, one for Board approved documents, and a second one for administrative agreements. USDAFS has requested that both pages be executed. County Counsel has indicated the execution of the administrative form, in addition to execution by your Board, will have no legal impact.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

In accordance with your Board's policy on the housing of any County offices or activities, the Sheriff concurs with this recommendation to enter into this Permit.

### **ENVIRONMENTAL DOCUMENTATIONS**

The Chief Executive Office (CEO) has performed an initial study of environmental factors and has concluded the Permit is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

The Honorable Board of Supervisors  
May 19, 2009  
Page 4

**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return two adopted, stamped Board letters and two certified copies of the Minute Order to the CEO, Real Estate Division, 222 South Hill Street, 4<sup>th</sup> Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William T. Fujioka", with a stylized flourish at the end.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DL:JSE  
CEM:MS:hd

Attachments (2)

c: County Counsel  
Auditor-Controller  
Sheriff Department

BarleyFlats.b

**SHERIFF DEPARTMENT  
BARLEY FLATS HELIPORT**

Asset Management Principles Compliance Form<sup>1</sup>

<b>1.</b>	<b><u>Occupancy</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
A	Does lease consolidate administrative functions? <sup>2</sup>				X
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>				X
C	Does this lease centralize business support functions? <sup>2</sup>				X
D	Does this lease meet the guideline of 200 sq.ft of space per person? <sup>2</sup>				X
<b>2.</b>	<b><u>Capital</u></b>				
A	Is it a substantial net County cost (NCC) program? <b>100% for repairs and maintenance costs; rent is gratis.</b>		X		
B	Is this a long term County program?		X		
C	If yes to 2 B or C; is it a capital lease or an operating lease with an option to buy? <b>The proposed site is federally owned and is not for sale.</b>			X	
D	If no, are there any suitable County-owned facilities available?			X	
E	If yes, why is lease being recommended over occupancy in County-owned space?				X
F	Is Building Description Report attached as Attachment B?			X	
G	Was build-to-suit or capital project considered?				X
<b>3.</b>	<b><u>Portfolio Management</u></b>				
A	Did department utilize CEO Space Request Evaluation (SRE)?		X		
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered?				X
D	Why was this program not co-located?				
	1. ___ The program clientele requires a "stand alone" parking area.				
	2. <u>X</u> No suitable County occupied properties in project area.				
	3. <u>X</u> No County-owned facilities available for the project.				
	4. ___ Could not get City clearance or approval.				
	5. ___ The Program is being co-located.				
E	Is lease a full service lease? <sup>2</sup> <b>County pays all repairs and maintenance costs which are minimal due to the nature of the site (approximately \$3,000 annually).</b>			X	
F	Has growth projection been considered in space request?				X
G	Has the Dept. of Public Works completed seismic review/approval?				X
	<sup>1</sup> As approved by the Board of Supervisors 11/17/98				
	<sup>2</sup> If not, why not?				

Authorization ID: LAR101700  
Contact ID: COUNTY OF L.A.  
Expiration Date: 12/31/2028  
Use Code: 711

FS-2700-4 (03/06)  
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE  
Forest Service  
SPECIAL USE PERMIT  
AUTHORITY:**

**FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976;  
GRANGER-THYE ACT, SECTION 7 April 24, 1950**

**COUNTY OF LOS ANGELES c/o Sheriff's Department Aero Bureau of 3235 Lakewood Boulevard, Long Beach, CA 90808** (hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, **on the Angeles National Forest, Los Angeles River Ranger District** of the National Forest System.

This permit covers approximately 4.90 acres and is described as **specific government-owned facilities and areas of the Barley Flats Heliport Site as listed in Exhibit A in SW1/4NE1/4 Sec. 7, T.2N., R.11W., SAN BERNARDINO BASE MERIDIAN** as shown on the location map attached to and made a part of this permit, and is issued for the purpose of: **occupancy, operation, use and maintenance of only those specified government-owned buildings and facilities at Barley Flats (Exhibit A) needed to support the Emergency Services Detail (ESD) personnel and helicopter operations within the National Forest. Occasional use as a staging base for local on-going search and rescue operations, as needed, is also authorized.**

**NO DISCHARGE OF ANY FIREARM IS PERMITTED ON THE PREMISES OR OTHER NATIONAL FOREST LAND, EXCEPT IN THE EVENT OF IMMINENT DANGER TO LIFE AND PROPERTY. CONTRAVENTION OF THIS CLAUSE WILL CAUSE THE PERMIT TO BE COME NULL AND VOID.**

Facilities and grounds will be maintained in accordance with Exhibit B, Facility Operation and Maintenance Plan and Exhibit C, Maintenance, Reconditioning, Renovation and Improvement (MRRI) Plan and Agreement to be prepared by the Holder and approved by the authorized Forest Officer or his/her designated representative. Appendix A Granger-Thye Supplement to special use permit FS-2700-4 is attached and made part of this permit.

**NOTE: No construction, facility modifications or ground disturbing activities are authorized by this permit without additional consultation with Forest Service specialists, a separate environmental analysis, and/or a new permit or permit amendment.**

Costs of propane, electrical utility and telephone service for the authorized facilities will be borne by the Holder. The County of Los Angeles reserves the right to self insurance of any of the insurance requirements specified herein.

**Attachment 1 (supplemental signature page) is attached and made part of this permit.**

The above described or defined area shall be referred to herein as the "permit area".

**TERMS AND CONDITIONS**

**I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract

---

Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

## II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. **This permit will expire at midnight on 12/31/2028.** Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area **shall be exercised at least 10 days each year**, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than twelve (12) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits laws, or regulations.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by N/A and shall be completed by N/A. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

### III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form SF-299 Application for Transportation and Utility Systems and Facilities of Federal Lands, or Form FS-2700-3a, Holder Initiated Revocation of Existing Authorization, Request for a Special Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

### IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

The holder shall maintain a **minimum one million dollars (\$1,000,000)** worth of insurance coverage, naming the United States additionally insured on the policy(ies), to partially fund the indemnification obligations of the holder for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The holder shall furnish proof of insurance (such as a surety bond, or certificate of



insurance) to the authorized officer prior to execution of this permit **and verify annually, and in writing, the insurance obligation to the authorized officer.** The authorized officer may allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the authorized officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

## **V. TERMINATION, REVOCATION, AND SUSPENSION**

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

## VI. FEES

A. Fees for this use **have been exempted or waived** in full pursuant to 36 CFR 251.57, or revisions thereto, and direction in FSH 2709.11, chapter 30.

## VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

D. Nondiscrimination.

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

E. Equal Access to Federal Programs. In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

F. Operating Plan. The holder shall provide an Operating Plan and revise the plan every 5 years. The plan shall be prepared in consultation with the authorized officer or designated representative and cover operation and maintenance of facilities, dates or season of operations, and other information required by the authorized officer to manage and evaluate the occupation and/or use of National Forest System lands. The provisions of the Operating Plan and the annual revisions shall become a part of this authorization and shall be submitted by the holder and approved by the authorized officer or their designated representative(s). This Operating Plan is hereby made a part of the authorization.

G. Removal and Planting of Vegetation and Other Resources. The holder shall obtain prior written approval from the authorized officer before removing or altering vegetation or other resources. The holder shall obtain prior written approval from the authorized officer before planting trees, shrubs, or other vegetation within the authorized area.

H. Termination or Revision of Authorization for Government Improvements. If during the term of this authorization, the Forest Service determines public interest requires revision of the conditions of use or the termination of the use of Government-owned improvements, the use of which is permitted by this authorization,

said conditions of use may be revised or the use terminated or suspended at the discretion of the Regional Forester.

I. Maintenance and Alteration of Government Improvements. The holder shall maintain the present improvements, as well as any future improvements, appurtenances, and furnishings in full conformance with the Operations and Maintenance Plan entitled **EXHIBIT B, Facility Operations and Maintenance Plan**, which is hereby made a part of this authorization.

If during the term of this authorization, the Government-owned improvements are altered, reconstructed, or modified in any way, the material, equipment, fixtures, or other appurtenances which are affixed to or made a part of said improvements in connection with the alteration project shall become a part of the property. Ownership shall immediately accrue to the Government, regardless of whether said work is performed by the holder or any other party.

J. Protection of Habitat of Endangered, Threatened, and Sensitive Species. Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, as amended, or as sensitive by the Regional Forester under authority of FSM 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this authorization, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the authorization holder.

If protection measures prove inadequate, if other such areas are discovered, or if new species are listed as Federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

K. Archaeological-Paleontological Discoveries. The holder shall immediately notify the authorized officer of any and all antiquities or other objects of historic or scientific interest. These include, but are not limited to, historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this authorization, and shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

L. Signs. Signs or advertising devices erected on National Forest System lands shall have prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

M. Airport Authorization Area, Government Use. All departments and agencies of the United States Government operating aircraft shall have free and unrestricted use of the airport.

N. Airport Authorization Area, Public Use. It is understood and agreed that if, in the opinion of the Forest Service, an increase in the private use of aircraft necessitates or justifies use of this field by the public, the Forest Service reserves the right to declare this field open to public use -- commercial or noncommercial. The Forest Service also reserves the right, upon such declaration, to decide whether a fee may be charged by the holder, and if the latter, to determine the rates which may be charged for landing and other services. The rights reserved by the Forest Service in this clause will not be exercised, except after giving the holder one (1) year's written notice.

O. Airport Capacity. The holder shall permit all qualified operators, on reasonable terms and without discrimination, to use the airport for any aeronautical business or operation up to capacity of the airport; however, compliance with this clause shall not be required if the Administrator of the Federal Aviation Administration, in the interest of safety, makes written waiver of the requirements herein stipulated. Proof of such waiver will be required.

P. Federal Airport Act, Forest Service Use. All facilities of the airport developed with Federal aid and all those usable for the landings and takeoffs of aircraft shall be available without charge to the United States for use by the Forest Service at all times in the conduct of its official business, in common with other aircraft.

This permit is accepted subject to the conditions set out above.

HOLDER NAME: **COUNTY OF LOS ANGELES**

**U.S. DEPARTMENT OF AGRICULTURE**  
Forest Service

By: \_\_\_\_\_  
(Holder Signature)

By: \_\_\_\_\_  
(Authorized Officer Signature)

By: \_\_\_\_\_  
(Holder Signature)

Title: **JODY NOIRON, Forest Supervisor**  
(Name and Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

---

APPROVED AS TO FORM  
RAYMOND G. FORTNER, JR., County Counsel

By  \_\_\_\_\_  
Deputy

This agreement is accepted subject to all its terms and conditions.


County of Los Angeles

By: \_\_\_\_\_  
Don Knabe, Chairman

ATTEST:  
Sachi A. Hamai  
Executive Officer Clerk  
Of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Raymond G. Fortner  
County Counsel

By:   
Amy M. Caves, Senior Deputy

USDA – Forest Service

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jody Noiron, Forest Supervisor  
Angeles National Forest

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agricultural (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Person with disabilities who require alternative means for communications of program information (Braille, large print, audiotape, etc.) should contact USDA's Target Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

**EXHIBIT A**  
**Los Angeles County Sheriff's Department permit**

**Facilities Authorized for Use – Barley Flats Heliport Site**

<b>Barracks/office/“ready room”building</b>	<b>FS Bldg. # 1323</b>
<b>Generator/storage building</b>	<b>FS Bldg. # 1674</b>
<b>Helipads (3)</b>	
<b>Fueling Center *</b> <b>(8,000 gallon AST with secondary containment)</b>	
<b>Water tank(s) and associated water lines</b>	
<b>Leach field</b>	
<b>Parking area, driveway</b>	
<b>Perimeter fencing</b>	

**\* Installed by Los Angeles County Sheriff's Dept.**

**LAR101700**

**01/15/2009**

## **EXHIBIT B to Special Use Permit #LAR101700**

### **FACILITY OPERATION & MAINTENANCE PLAN LOS ANGELES COUNTY SHERIFF'S AIR RESCUE 5 PROGRAM BARLEY FLATS HELIPORT**

The Los Angeles County Sheriff's Department (LASD) shall be responsible for the daily operation and maintenance of the Barley Flats facility. The LASD has its own facility maintenance division in addition to the resources of the County of Los Angeles (LAC) and sundry maintenance and repair vendors contracted by the County and the LASD. LASD Facilities Services Bureau (FSB) shall conduct regular inspections of the facility to provide for on-going maintenance & repairs and to ensure compliance with special use permit conditions. Approval from the Forest Service shall be obtained in advance for any work items identified for substantial maintenance and repair. e.g. submittal of an annual list or schedule of proposed projects.

**NO DISCHARGE OF ANY FIREARM IS PERMITTED ON THE PREMISES OR OTHER NATIONAL FOREST LAND, EXCEPT IN THE EVENT OF IMMINENT DANGER TO LIFE AND PROPERTY. CONTRAVENTION OF THIS CLAUSE WILL CAUSE THE PERMIT TO BE COME NULL AND VOID.**

#### **REPORTING RESPONSIBILITY**

All damage in excess of \$500.00 to government facilities or equipment resulting from vandalism, weather or breakdowns shall be reported to the Forest Service authorized officer or his/her designated representative within 24 hours of occurrence. Damage of less than \$500.00 will be reported on a weekly basis.

#### **FIRE SAFETY**

LASD shall prepare a fire plan which shall set forth, in detail, the plan for preventing, controlling and suppressing fires within its area of responsibility. Such plans shall be reviewed by the Forest Service and after approval, revisions shall occur as needed.

LASD shall maintain approved fire extinguishers and/or other appropriate fire fighting equipment at each building and the fuel tank facility as required by code. Fire extinguishers must be checked/serviced each calendar year and deemed operational (have current tags) by a professional servicing company. All extinguishers shall be secured with wall-mounted brackets and clearly labeled. Exterior fire hoses shall be maintained in good condition and equipped with proper nozzles. LASD personnel shall receive initial training and periodic recurrent training on all firefighting apparatus.

Buildings shall be equipped with operational smoke/fire detectors, either electrically hard-wired or battery-powered. Hard-wired models shall have a battery backup in case of power failure. Detectors shall be tested for proper operation quarterly, as a minimum. Batteries shall be replaced yearly.

## EXHIBIT B (page 2 of 4)

All electrical equipment shall be installed and operated in conformance with the National Electrical Code and approved by Underwriters' Laboratories (U.L.) and the American Insurance Association.

LASD/LAC shall perform required annual clearance of flammable dead vegetation around all buildings and facilities in accordance with Federal, state and/or local codes.

### **HEALTH AND SAFETY**

LASD/FSB shall be responsible for periodic safety inspections for safety hazards and appropriate corrective actions. Hazardous trees or limbs shall be cut only after obtaining Forest Service approval. Freshly cut stumps of all felled conifer trees, regardless of diameter, shall be treated with Sporangicide to prevent the potential establishment of Annosus root disease. Sporangicide must be applied only by certified applicators within one hour after felling.

The operation and maintenance of all sanitation and water supply systems and facilities shall comply with Federal, state and local health standards and operational criteria.

All garbage, refuse and waste materials shall be kept in approved receptacles secured from wildlife, prior to its removal from National Forest lands. Commercial waste hauling and/or garbage pickup services shall be arranged and paid for by LASD.

The above-ground fuel storage tank/system is double-walled with a secondary containment capacity of 110% of the tank's maximum volume. The fueling/storage system has both audible and visual alarms that transmit remotely to LASD's Aero Bureau facility in Long Beach where they are monitored on a 24/7 basis. LASD shall ensure that the area has secondary containment provisions for the supplying fuel truck to catch any potential spillage. LASD shall follow the provisions of an approved Spill Prevention Control and Countermeasure (SPCC) Plan, a copy of which is kept on the site.

### **MAINTENANCE**

The permitted area will be maintained to present a clean, neat and orderly appearance. Trash, debris, unusable machinery, improvements, etc. will be disposed of currently. Building materials and fuelwood will be neatly stacked.

**LASD/FSB shall join the Forest Service in preparing a facility maintenance schedule which shall set forth, in detail, the plan for maintenance of buildings, roads, equipment, electrical, septic and water systems within the permitted area.** Such plans shall be periodically reviewed and revised and affixed to Exhibit C.

Maintenance of the facilities shall be performed on an on-going basis to ensure that

#LAR101700



## **EXHIBIT B (page 3 of 4)**

each site and all improvements are preserved and maintained in such a manner that the facility can perform its intended function.

Paint and stain colors must be approved in advance by the Forest Service. Colors that sharply contrast with surrounding buildings or the background environment will not be authorized.

Major repairs and modifications planned for authorized improvements and/or projects involving ground disturbance will require a letter of proposal be sent to the Forest Service, in advance, for consideration. Any projects that are approved and/or on-going maintenance are subject to local and state codes.

### **DEVELOPMENT**

If LASD proposes to develop or significantly change the appearance of the area, in some way, a development plan may be required. Should this occur, a schedule for the progressive development of the permitted site and installation of facilities shall be prepared by the LASD after consultation with the Forest Service. This schedule shall set forth an itemized priority list of planned improvements. Once approved, the schedule shall be made part of the permit.

All required plans and specifications for site improvements and/or structures included in the approved development schedule shall be submitted to the Forest Service for review and approval, along with any requisite supporting environmental documentation.

### **OTHER CONDITIONS**

As directed by the Forest Service, LASD will conduct a cultural resources/archaeological survey, a biological/botanical survey and other required surveys before any ground disturbing activities or development will be considered for approval.

### **MISCELLANEOUS**

Both the approved SPCC Plan and LASD's handbook "*Facilities Management Emergency Operations Procedure*" are incorporated into this Operation and Maintenance Plan by reference. Copies of these documents as well as a complete copy of the special use permit will be kept on site at the Barley Flats facility.

**#LAR101700**

**PHONE CONTACTS**

Barley Flats Heliport ..... (626) 798-2456  
Sheriff's Aero Bureau .....(562) 421-2701  
USFS, Los Angeles River Ranger District.....(818) 899-1900  
Angeles NF Emergency Operations Center.....(661) 723-3620 or (661) 948-6082

**#LAR101700**

**EXHIBIT C.**  
**of the Special Use Permit to Los Angeles County Sheriff's Department**  
**for use of certain government-owned facilities at Barley Flats Administrative Site**

**MAINTENANCE, RECONDITIONING, RENOVATION or IMPROVEMENT**  
**(MRRI) PLAN and AGREEMENT**

Under the terms and conditions of the special use permit issued to the Holder on ( \_\_\_\_\_ ), including all Exhibits to said permit, and especially in accordance with Exhibit B. Operations and Facility Maintenance Plan, the Holder agrees to perform, at its expense, the Holder (H) and/or Government (G) maintenance, reconditioning, renovation and/or improvement work, as itemized below, at the specific government-owned facilities authorized by the special use permit for its use.

Any material, equipment, fixtures or other appurtenances that are affixed to or made a part of the government-owned improvements in connection with such work shall become the property of the United States, regardless of whether the work is performed by the Holder or any other party. Furthermore, the Holder acknowledges it shall not be entitled to any compensation for this work or property. The work performed under this plan shall not be subject to fee offset.

Government (G) maintenance, reconditioning, renovation or improvement work shall be performed at the sole discretion of the authorized forest officer, as indicated by the officer's signature below.

**Itemize the projects:**

<u>Description of work</u>	<u>Bldg.#/Location</u>	<u>(H) or (G)</u>	<u>Completion Date</u> <u>Estimated (E)/Actual(A)</u>	<u>Costs</u>
----------------------------	------------------------	-------------------	--	--------------

\_\_\_\_\_  
Holder or Holder's Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Forest Officer or Representative

\_\_\_\_\_  
Date

**#LAR101700**

Authorization ID LAR-101700  
Contact ID COUNTY OF LOS ANGELES  
Expiration 12/31/2028

**APPENDIX A**  
**GRANGER-THYE SUPPLEMENT TO**  
**SPECIAL USE PERMIT FS-2700-4**  
**AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d**

**I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

J. Risks. The holder assumes all risk of loss of the property. Loss to the property may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.

**III. RESPONSIBILITIES OF THE HOLDER**

G. Alteration of Government Improvements. If during the term of this permit any government-owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection with the alteration shall become the property of the United States, regardless of whether the work is performed by the holder or any other party. The holder shall not be entitled to any compensation for that property, other than to the extent it qualifies for fee offset under clause VI.D.

H. Government Maintenance, Reconditioning, Renovation and Improvement Plan. Government maintenance and reconditioning projects shall be performed in accordance with an annual Granger-Thye fee offset agreement as provided in clause VI.D.2. of this permit.\*

\* **Maintenance, Reconditioning, Renovation and Improvement (MRRRI) Plan & Agreement (Exhibit C) to be completed by the Holder and agreed upon by the authorized forest officer.**

I. Holder Maintenance, Reconditioning or Renovation Plan. The holder at its expense shall perform holder maintenance, reconditioning, or renovation as defined in clause VI.D.1(d) of this permit under a holder maintenance, reconditioning, or renovation plan approved by the Forest Service. The holder maintenance, reconditioning, or renovation plan shall describe required holder maintenance, reconditioning, or renovation responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause VI.D.2.

The holder shall maintain all equipment and other facilities on site in good repair and free of leakage of lubricants, fuel, coolants, and hydraulic fluid. The holder shall properly dispose of all hazardous waste- contaminated soil, vegetation, debris; vehicle oil filters (drained of free-flowing oil); oily rags; and waste oil in accordance with local, State, and Federal regulations off of Government property and shall transport such substances, or arrange to have such substances transported in accordance with State and Federal regulations. See **Exhibit C**

C. 1 Insurance. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days' prior written notice to the authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to [District Ranger, Los Angeles River Ranger District, 12371 N. Little Tujunga Canyon Road, San Fernando, CA 91342]. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

C.3 Property Insurance. The holder shall have in force property insurance for ~~specified federal government owned facilities as listed in Exhibit A~~ in the minimum amount of \$100,000.00, which represents ~~functional replacement~~ of the insured property. The types of loss to be covered by this clause shall include but not be limited to damage to the government-owned improvements identified herein. At the sole discretion of the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

C.4. Hazardous Materials. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal maintenance items in nominal amounts would generally not trigger financial assurance requirements.

## VI. FEES

D. Granger-Thye Fee Offset. Pursuant to 16 U.S.C. 580d, the Forest Service may offset all or part of the permit fee (Not Applicable, N/A) by the amount paid by the holder for renovation, reconditioning, improvement, and maintenance deemed to be the government's responsibility, as defined below, of government-owned improvements and their associated land.

### 1. Definitions

(a) Maintenance. Actions taken to keep fixed assets in acceptable condition. Maintenance

includes preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life. Maintenance includes work needed to meet laws, regulations, codes, and other legal direction as long as the original intent or purpose of the fixed asset is not changed. Maintenance excludes activities aimed at expanding capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

(b) Improvement. Advancing a fixed asset to a better quality or state. Improvement includes replacement. Replacement means substitution or exchange of an existing fixed asset or component with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

(c) Reconditioning or Renovation. A type of maintenance that rehabilitates an existing fixed asset or any of its components in order to restore the functionality or life of the asset. Reconditioning and renovation do not include construction of new facilities.

(d) Holder Maintenance, Reconditioning, or Renovation. Maintenance, reconditioning, or renovation that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient operating condition. From an accounting or tax perspective, it is work that may be expensed, but not capitalized. Examples include but are not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal. In fulfilling these responsibilities, the holder shall obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws, regulations, and ordinances and industry standards or codes applicable to the permitted operation.

(e) Government Maintenance, Reconditioning, Renovation, or Improvement. Maintenance reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Examples include but are not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other government-owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing. Exterior painting that repairs unsightly visual marks caused by everyday use does not meet the definition outlined above. Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer.

2. Granger-Thye Fee Offset Agreement. Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall enter into an annual written Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement to be used to offset the permit fee. The agreement shall specify

whether the concessionaire shall be required or has the option to enter into a collection agreement to have the Forest Service perform the work. The agreement shall enumerate the portion of the permit fee to be offset (N/A) by the cost of work performed by the holder and the schedule for completion of offset work. Additionally, the agreement shall specify the portion of the permit fee to be offset by the cost of work performed by the Forest Service. The agreement shall specify which projects are to be used for offset that year and shall also include standards for completion of the projects and examples of allowable costs.

3. Collection Agreements for Forest Service Oversight for Major Government Maintenance, Reconditioning, Renovation, and Improvements performed by the holder. The Forest Service may require the holder to enter into a collection agreement with the Forest Service to pay the cost of a Forest Service employee administering and overseeing major government maintenance, reconditioning, and improvement projects and offset those costs against the holder's annual permit fee. For purposes of this clause only, a major government maintenance, reconditioning, and improvement project is one costing \$ or more. Allowable costs include monitoring to ascertain that work is being done to Forest Service standards. Allowable costs do not include routine permit administration by the Forest Service. If the Forest Service exercises this option, a separate collection agreement shall be executed by the parties and made a part of this permit.

☐ ☐

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.